

**BOARD OF GOVERNORS
FIRE AND AMBULANCE DISTRICT 1
AGENDA ITEM SUMMARY**

Meeting Date: June 16, 2004

Division: County Administrator

Bulk Item: Yes ☐ No ☒

Department: Fire Rescue

AGENDA ITEM WORDING: Approval of Contract Amendment with Advanced Data Processing Inc. (ADPI) and Board of Governors, Fire and Ambulance District 1 of Monroe County Florida for rescue ambulance billing and related professional services to extend the existing agreement for ten (10) months, September 1, 2004 through June 30, 2005, which would allow parties sufficient time to work out future contractual issues.

ITEM BACKGROUND: The existing contract with ADPI is due to expire on August 31, 2004. There is a strong possibility that Monroe County will be able to piggyback on a contract with Boca Raton Fire Rescue for ADPI's ambulance billing and related services. If this piggyback option is not available to Monroe County, it will then be necessary to pursue an RFQ. In view of the foregoing, a ten month extension would afford us sufficient time to work out these issues.

PREVIOUS RELEVANT BOG ACTION: On August 16, 2000, the Board of Governors approved contract with ADPI for Rescue Ambulance Billing and Related Professional Services for the period of September 1, 2000 through August 31, 2002. On June 19, 2002, Board of Governors approved Contract Addendum with ADPI to extend the term of the Agreement for an additional one (1) year period through August 31, 2003. On May 21, 2003, Board of Governors approved Business Associates Addendum to ensure that ADPI is carrying out its obligation under the Health Insurance Portability and Accountability Act (HIPAA). On June 18, 2003 two items were approved by the Board: an Assignment, Delegation and Release Agreement, which assigned the contract to the new corporate name, Advanced Data Processing, Inc. (a Delaware Corp.) formerly Advanced Data Processing, Inc. (a Florida Corp.), and a Contract Addendum to extend the agreement with ADPI for an additional one (1) year period, effective September 1, 2003 through August 31, 2004.

CONTRACT/AGREEMENT CHANGES: Extend the existing Agreement for ten (10) months effective September 1, 2004 through June 30, 2005.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: 7% of total collections and \$11.40
per Medicaid account (\$25,330.14-FY 2003)

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: same as above

SOURCE OF FUNDS: Collections from billing

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DEPARTMENT HEAD APPROVAL:

Clark O. Martin, Jr.

DIVISION DIRECTOR APPROVAL:

James L. Roberts

DOCUMENTATION: Included ☒ To Follow ☐

Not Required ☐

DISPOSITION:

AGENDA ITEM # F2

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT entered this 16th day of June, 2004, between the Board of Governors, Fire and Ambulance District 1 of Monroe County, Fl. and Advanced Data Processing, Inc. (ADPI).

WHEREAS, the parties entered into an agreement on August 16, 2000, and thereafter amended said agreement on September 1, 2002, and on September 1, 2003; and

WHEREAS, said agreement as amended previously terminates August 31, 2004; and

WHEREAS, it is desired to extend the agreement for ten months to allow the parties sufficient time to determine the details of the future contractual ambulance billing relationship.

The parties agree as follows:

1. The contract dated August 16, 2000, as previously amended, shall be extended through June 1, 2005, at the rate of 7% of monthly collections and \$11.40 per Medicaid account. (\$25,330.14 FY 2003).
2. All other provisions of the contract dated August 16, 2000, as amended September 1, 2002 and September 1, 2003, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first above written.

(SEAL)

BOARD OF GOVERNORS OF FIRE AND
AMBULANCE DISTRICT 1
OF MONROE COUNTY, FLORIDA

ATTEST:

DANNY L. KOLHAGE, CLERK

BY: _____
Mayor/Chairman

By: _____
Deputy Clerk

ADVANCED DATA PROCESSING INC. (ADPI)

BY: _____
Doug Shamon, CEO

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date: 5/27/04

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

ADVANCED DATA PROCESSING, INC. (ADPF) warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
signature (name of individual signing) in the space provided above on this _____ day of
_____, 20____.

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**CONTRACT BETWEEN
THE COUNTY OF MONROE
AND
ADVANCED DATA PROCESSING, INC.
FOR RESCUE AMBULANCE BILLING & RELATED PROFESSIONAL SERVICES. /**

THIS CONTRACT, hereinafter "CONTRACT OR AGREEMENT", made and entered into this 1st day of September, 2000 by and between MONROE COUNTY, a political subdivision of the State of Florida, with principal offices located at 490 63rd Street, Marathon, FL 33050, hereinafter referred to as the "COUNTY", and Advanced Data Processing, Inc., a Florida Corporation with principal offices located at 520 NW 165 Street, Suite 201, Miami, Florida 33169, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which the CONTRACTOR will render those professional services in connection with said project as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

1. **DEFINITION OF THE PROJECT.** The objective of the project is to utilize the services of the CONTRACTOR to provide the COUNTY with ambulance billing and related services.

2. **SCOPE OF SERVICES.** The CONTRACTOR shall perform and carry out the work tasks presented in CONTRACTOR'S Scope of Work (Exhibit A), as summarized herein. All payments shall be paid directly to 'MONROE COUNTY BOARD OF COUNTY COMMISSIONERS' or via "Locked-Box" facility as directed by the COUNTY.

3. **TIME OF PERFORMANCE.** This Contract shall be effective for a two-year period from September 1, 2000 through August 31, 2002, under the terms and conditions contained herein unless otherwise terminated. The COUNTY may, at its option, renew this agreement for two (2) additional one (1) year terms under the then in force terms and conditions by giving notice to CONTRACTOR at least sixty (60) days prior to expiration of the current term. Monroe County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the Board of County Commission.

4. **COMPENSATION AND METHOD OF PAYMENT.** The COUNTY reserves the right to request changes in the services within the general scope of the Contract to be performed upon mutual agreement by the COUNTY and CONTRACTOR which shall specify the change ordered and the adjustment of time and compensation required therefore.

Any services added to the scope of this Contract by a change order shall be executed in compliance with all other applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

The CONTRACTOR shall provide to the COUNTY a monthly invoice representing fees for the services provided computed as:

Seven percent (7%) of all monies collected by CONTRACTOR, excluding Medicaid accounts, during the previous month. Pursuant to Florida Statute 409.913(9), CONTRACTOR will include in the same invoice an amount of \$11.40 per Medicaid account for providing all billing services related to such accounts processed in the previous month. The COUNTY shall issue a check for the amount invoiced, minus any disputed amount, within thirty (30) days of receipt and acceptance of the invoice.

The COUNTY shall bear the cost of any and all Lock-box services. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and, other operating costs) shall be borne by the CONTRACTOR.

5. REPORTS. The CONTRACTOR shall provide the COUNTY with status reports as set forth in Exhibit A and other reports as mutually agreed. The CONTRACTOR shall also provide changes to such reports and ad hoc report requests on a reasonable basis and as mutually agreed.

6. DATA TO BE FURNISHED BY COUNTY. The COUNTY will make available to the CONTRACTOR, for use in performance of services under this Contract, all available reports, studies or any other materials in its possession that may be useful to the CONTRACTOR. All material furnished by the COUNTY will not be disclosed to any party without the COUNTY's prior approval.

7. INDEPENDENT CONTRACTORS. The CONTRACTOR is an independent contractor and not an employee or agent of the COUNTY with the following exception:

To the extent necessary to fulfill its billing and collection efforts under the Agreement, the CONTRACTOR is authorized to sign *in an administrative capacity* for the COUNTY the following types of standard forms and correspondences only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the COUNTY; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any liability on the COUNTY.

The CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of service by CONTRACTOR. The CONTRACTOR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The CONTRACTOR shall be

responsible for its own acts and those of its agents and employees during the term of this contract.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of an act of negligence, of the CONTRACTOR, its employees, agents, representatives, consultants, or its SUBCONTRACTORS. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall pay all costs and judgements (including, but not limited to, attorneys' fee and expenses and cost of defense provided on behalf of the COUNTY), that may issue thereon. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive COUNTY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9. INSURANCE. The CONTRACTOR shall maintain the following insurance coverage:

- 1) Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440 and applicable Federal Acts as they may be amended from time to time; and
- 2) General Liability Insurance in an amount no less than \$1,000,000 per occurrence.
- 3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivables, contracts and independent contractors and, valuable documents in an amount no less than \$100,000 aggregate;
- 4) Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and
- 5) Professional liability coverage in the amount of \$500,000.

Where applicable all coverage above shall be amended with MONROE COUNTY BOARD OF COUNTY COMMISSIONERS named as an additional insured. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the COUNTY by certified mail. Prior to commencing work, the CONTRACTOR shall provide COUNTY with certified copies of all insurance policies providing coverage as required. Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

The liabilities of the CONTRACTOR under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages.

10. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of this Agreement shall be the sole property of the COUNTY, including all rights therein of whatever kind except as may otherwise be provided hereinafter. Failure to turn over such documents within seven (7) days of when requested may be cause for the COUNTY to withhold payments due CONTRACTOR or to enforce this clause by legal remedies.

11. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- A. Proposal presented to Monroe County EMS by Advanced Data Processing dated July 6, 2000 (Exhibit A attached hereto and made a part hereof) which includes the Contract with the City of Boca Raton (referenced herein as the "Piggyback").
- B. Public Entity Crime Statement and Sworn Ethics Clause

Where terms, conditions or scope of services stated in either this Agreement or the above attachments conflict, this Agreement and any superceding Amendments thereof shall prevail.

12. TERMINATION for CAUSE. During the time of this agreement the COUNTY may terminate this Agreement after first giving to CONTRACTOR notice of default and opportunity to cure the default within thirty (30) days after receipt of such notice. In the event the acts constituting default are a violation of law, CONTRACTOR shall be subject to immediate termination of contract. Notwithstanding the provisions above, the COUNTY shall not have any right to cancel this contract without cause.

Upon termination, the CONTRACTOR shall submit an invoice(s) to the COUNTY in an amount(s) that representing fees for services actually performed or obligations incurred to the date of effective termination for which the CONTRACTOR has not been previously compensated. Upon payment of all sums found due, the COUNTY shall be under no further obligation to the CONTRACTOR, financial or otherwise.

13. UNCONTROLLABLE FORCES. Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, prevented,

removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14. JURISDICTION, VENUE and CHOICE OF LAW. All questions pertaining to the validity and interpretations of this Contract shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this agreement shall be filed in Monroe County, Florida, which shall be deemed proper jurisdiction and venue for the action.

15. PIGGYBACK. It is hereby a precondition of any part of this Agreement that the Most Favorable Terms of CONTRACTOR's Agreement with the City of Boca Raton (dated March 17, 1999) shall be extended to the COUNTY including any modifications, amendments or exclusions for the term of referenced agreement. Effectively, this allows the COUNTY to piggyback the agreement with the City of Boca Raton.

16. ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Contract or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the contract, without express prior consent by the COUNTY.

17. NOTICES. Delivered or mailed to such party at their respective addresses as follows:

To the COUNTY:

Monroe County EMS
490 Sixty-Third Street
Marathon, FL 33050
Attn: Teresa Gorentz, Director

To the CONTRACTOR:

Paul Franzelas
Vice President
Advanced Data Processing, Inc.
520 NW 165 Street Road, Suite 201
Miami, Florida 33169

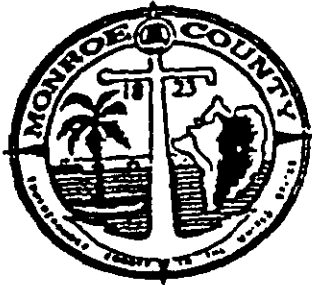
18. REPRESENTATION AND WARRANTY. CONTRACTOR represents that they have experience and agrees to follow all Federal, State and Local Laws including, but not limited to, Public Records Laws and those laws and statutes applicable to discrimination.

CONTRACT # _____

Date: _____

19. ENTIRE CONTRACT. This Contract contains the entire agreement between the parties. The CONTRACTOR represents that in entering into this Contract it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written:



SEAL

MONROE COUNTY

By: [Signature]
Yvonne Harper, Chairperson
Lower and Middle Keys Fire
and Ambulance District
Board of Governors

Attest: [Signature], D.C.
Danny Kolhage, Clerk of the Court
8-16-00

Advanced Data Processing, Inc.

By: [Signature]
Paul Franzelas, Vice President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
DATE 8-16-00

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
DATE 8-16-00

CONTRACT ADDENDUM
for
RESCUE AMBULANCE BILLING
& RELATED PROFESSIONAL SERVICES

THIS CONTRACT ADDENDUM is made and entered into this 18th day of June, 2003, between the Board of Governors, Fire and Ambulance District 1, of Monroe County, Florida, and Advanced Data Processing, Inc.

WHEREAS, on August 16, 2000, the parties entered into an agreement for the period of September 01, 2000 through August 31, 2002; and

WHEREAS, under the terms and conditions of the agreement, the COUNTY has the option to renew this agreement for two (2) additional one (1) year terms by giving at least sixty days notice to CONTRACTOR; and

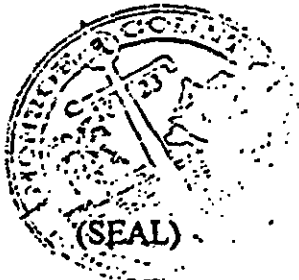
WHEREAS, the COUNTY desires to renew this agreement for an additional one (1) year term; now therefore,

IT IS AGREED as follows:

1. The contract between the County of Monroe and Advanced Data Processing, Inc. shall be extended for the period of September 01, 2003 through August 31, 2004.

In all other respects, the agreement between the parties dated September 01, 2000 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



ATTEST: DANNY L. KOLHAGE, CLERK

By: Gamela Hancock
Deputy Clerk

BOARD OF GOVERNORS OF
FIRE AND AMBULANCE DISTRICT 1
OF MONROE COUNTY, FLORIDA

Kevin Marshall

Mayor/Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY Suzanne Hutton
SUZANNE HUTTON

3/28/03

ADVANCED DATA PROCESSING, INC.

By: Doug Shannon
Doug Shannon, CEO

CONTRACT ADDENDUM
for
**RESCUE AMBULANCE BILLING
& RELATED PROFESSIONAL SERVICES**

THIS CONTRACT ADDENDUM is made and entered into this 19th day of June, 2002, between the Board of Governors, Fire and Ambulance District 1, of Monroe County, Florida, and Advanced Data Processing, Inc.

WHEREAS, on August 16, 2000, the parties entered into an agreement for the period of September 1, 2000 through August 31, 2002; and

WHEREAS, under the terms and conditions of the agreement, the COUNTY has the option to renew this agreement for two (2) additional one (1) year terms by giving at least sixty days notice to CONTRACTOR; and

WHEREAS, the COUNTY desires to renew this agreement for an additional one (1) year term; now therefore,

IT IS AGREED as follows:

1. The contract between the County of Monroe and Advanced Data Processing, Inc. shall be extended for the period of September 1, 2002 through August 31, 2003.

In all other respects, the agreement between the parties dated September 1, 2000 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

BOARD OF GOVERNORS OF
FIRE AND AMBULANCE DISTRICT 1
OF MONROE COUNTY, FLORIDA



Mayor/Chairman



ATTEST: DANNY L. KOLHAGE, CLERK

By: 

Deputy Clerk

ADVANCED DATA PROCESSING, INC.

By: 

Paul Franzelas, Vice President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY: 

SUZANNE A. HUTTON

DATE 5/30/03

Business Associate Addendum

Advanced Data Processing, Inc. and Second Review, Inc. (hereinafter collectively referred to as "Business Associates") and Monroe County hereby amend the Agreement entered into on September 1, 2000, ("the Agreement") by adding the following additional language to the Agreement.

1. ADPI shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, Business Associates agree that they will:
 - a. Not use or further disclose PHI except as permitted under this Addendum or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Addendum;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to Business Associates of a use or disclosure of PHI by Business Associates in violation of this Addendum.
 - d. Report to Monroe County any use or disclosure of PHI not provided for by this Addendum of which Business Associates become aware;
 - e. Ensure that any agents or subcontractors to whom Business Associates provide PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Business Associates with respect to such PHI;
 - f. Make PHI available to Monroe County and to the individual who has a right of access as required under HIPAA within 30 days of the request by Monroe County regarding the individual;
 - g. Incorporate any amendments to PHI when notified to do so by Monroe County;

- h. Provide an accounting of all uses or disclosures of PHI made by Business Associates as required under the HIPAA privacy rule within sixty (60) days;
 - i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associates' and Monroe County's compliance with HIPAA; and
 - j. At the termination of the Agreement, return or destroy all PHI received from, or created or received by Business Associates on behalf of Monroe County, and if return is infeasible, the protections of this Addendum will extend to such PHI.
- 2. The specific uses and disclosures of PHI that may be made by Business Associates on behalf of Monroe County include:
 - a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Monroe County to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Monroe County to its patients or to appeal denials of payment for same.
 - d. Uses required for the proper management of Business Associates as business associates.
 - e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
- 3. Notwithstanding any other provisions of this Addendum, the Agreement may be terminated by Monroe County if ADPI has violated a term or provision of this Addendum pertaining to ADPI's material obligations under the HIPAA privacy rule, or if ADPI engages in conduct which would, if committed by Monroe County, result in a violation of the HIPAA privacy rule by Monroe County.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of April 14, 2003.

Monroe County, Florida

By: *Dixie M. Spehar*
Print Name: DIXIE SPEHAR
Title: MAYOR
Date: 5/21/03

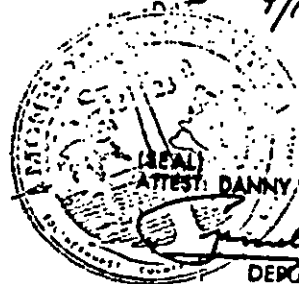
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: *Suzanne A. Hutton*
SUZANNE A. HUTTON

4/14/03

Advanced Data Processing, Inc.

By: *Doug Stamon*
Print Name: DOUG STAMON
Title: CEO
Date: 6/3/03



ATTEST: DANNY L. KOHAGE, CLERK

DEPUTY CLERK

Second Review, Inc.

By: *Paul Franzeli*
Print Name: PAUL FRANZELI
Title: VP
Date: 6/3/03

ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT

Among

MONROE COUNTY

And

SECOND REVIEW, INC. A FLORIDA CORPORATION
(formerly known as ADVANCED DATA PROCESSING INC., A FLORIDA CORPORATION)

And

ADVANCED DATA PROCESSING INC., A DELAWARE CORPORATION

For

RESCUE AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES

THIS ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT ("Assignment Agreement") is made by and among MONROE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners

AND

SECOND REVIEW, INC. (formerly known as ADVANCED DATA PROCESSING INC., a Florida corporation), its successors and assigns, hereinafter referred to as "CONTRACTOR"

AND

ADVANCED DATA PROCESSING INC., a Delaware corporation, authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as "ASSIGNEE."

WITNESSETH

WHEREAS, COUNTY utilized the due diligence established by the County seeking responses from qualified firms to provide medical billings, collections, and accounts receivable services for COUNTY's Fire Rescue Division; and

WHEREAS, CONTRACTOR, on the basis of Proposal made to COUNTY (dated July 6, 2000) was selected by COUNTY to provide this service and entered into an agreement ("Agreement") with COUNTY dated September 1, 2000 and as amended (date of amendment, June 19, 2002); and as amended (date of amendment, May 21, 2003); and

WHEREAS, ASSIGNEE has acquired the assets of Advanced Data Processing, Inc., a Florida Corporation, including the rights, duties and obligations of CONTRACTOR; and

WHEREAS, ASSIGNEE has the legal authority to execute this Assignment Agreement on behalf of CONTRACTOR; and

WHEREAS, the parties desire to enter into this Assignment Agreement in order to formalize the assignment of CONTRACTOR's rights, obligations and responsibilities under this Agreement with respect to the provision of medical billings, collections, and accounts receivable services for COUNTY's Fire Rescue Division for the remainder of the term of this Agreement; and

WHEREAS, the parties desire to amend the Agreement as provided in Exhibit "A" to enable the parties to comply with Federal regulations enacted with regard to HIPAA;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY, CONTRACTOR and ASSIGNEE agree as follows:

ARTICLE 1
DEFINED TERMS: RATIFICATION: CONFLICTS

- 1.1 DEFINED TERMS. All defined terms in this Assignment Agreement shall have the same meaning as in the Agreement except as otherwise noted.
- 1.2 RATIFICATION. Except as amended and modified by this Assignment Agreement, all of the terms, covenants, conditions, and agreements of the Agreement are hereby ratified and shall remain in full force and effect.
- 1.3 CONFLICTS. In the event of any conflict between the provisions of the Agreement and the provisions of this Assignment Agreement, the provisions of this Assignment Agreement shall control.

ARTICLE 2
EFFECTIVENESS

The Effective Date of this Assignment Agreement shall be June 18, 2003. The assignment is expressly subject to and contingent upon the approval and execution of this Assignment Agreement by the Mayor of Monroe County.

ARTICLE 3
ESTOPPEL

The Agreement is the sole agreement pertaining to the provision of medical billings, collections, and accounts receivable services for COUNTY's Fire Rescue Division, and the Agreement has not been modified in any manner. Neither COUNTY nor CONTRACTOR has given a notice of default under the Agreement to the other party, neither COUNTY nor CONTRACTOR is in default of its obligations under the Agreement, and no circumstances exist which, with the giving of notice or passage of time, would ripen into a default under the Agreement. COUNTY and CONTRACTOR acknowledge and agree that all obligations of the parties under the Agreement up to the Effective Date of this Assignment Agreement have been fully performed and paid for by the respective parties.

ARTICLE 4
ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR does hereby assign and delegate to ASSIGNEE, all of its right, title and interest in and to the Agreement including all right, title and interest in all reports, documents, or other data prepared and/or provided by CONTRACTOR thereunder in connection with or related to the Agreement.
- 4.2 ASSIGNEE hereby accepts the assignment and delegation of the Agreement and releases CONTRACTOR from all its obligations under the Agreement after the Effective Date of this Assignment Agreement. ASSIGNEE further agrees to assume all of CONTRACTOR's obligations thereunder and agrees to perform and keep all of the terms, conditions, covenants, agreements, liabilities and obligations to be performed thereunder from and after the Effective Date of this Assignment Agreement.

- 4.3 COUNTY hereby acknowledges and consents to the assignment and delegation by CONTRACTOR to ASSIGNEE of the Agreement as set forth herein, and ASSIGNEE agrees to perform its obligations hereunder and be bound to COUNTY pursuant to the terms of the Agreement.

ARTICLE 5
RELEASE

COUNTY and CONTRACTOR hereby release and forever discharge each other, for all actions, causes of actions, suits, debts, damages, judgments, claims, demands, agreements, promises and obligations whatsoever, in law or in equity, which each party had, now has or which any successor or assign of each party can, shall or may have, against each other arising out of, related to, or in connection with the rights and obligations granted and accruing under the Agreement.

ARTICLE 6
AMENDMENT OF TERMS AND CONDITIONS OF ORIGINAL AGREEMENT

- 6.1 On the Effective Date of this Assignment Agreement, all references in the Agreement to "CONTRACTOR" shall be deemed to refer to "ASSIGNEE" in order to effectuate the intent of the parties under this Assignment Agreement.
- 6.2 ARTICLE 3, PAYMENTS TO CONTRACTORS, Paragraph A., of the Agreement is hereby amended to read as follows:
- The total amount to be paid by the COUNTY under this Contract for services, materials and "out of pocket" expenses shall be seven percent (7%) of all monies collected in the previous month less Medicaid claims, and Eleven Dollars and Forty Cents (\$11.40) per Medicaid claim processed.
- 6.3 ARTICLE 28, NOTICE, of the Agreement is hereby amended by deleting the address for the current CONTRACTOR and inserting the following for ASSIGNEE deemed CONTRACTOR after the Effective Date of this Assignment Agreement:

FOR CONTRACTOR:
Advanced Data Processing, Inc.
Attn: Darryl Hartung, Senior Manager
520 NW 165 Street, Suite 201
Miami, FL 33169.

ARTICLE 7
SEVERANCE

In the event a portion of this Assignment Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

ARTICLE 8
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Assignment agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 9
APPLICABLE LAW AND VENUE

This Assignment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assignment Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Judicial Circuit of Monroe County, Florida. By entering into this Assignment Agreement, COUNTY, CONTRACTOR and ASSIGNEE hereby expressly waive any rights any party may have to a trial by jury of any civil litigation related to, or arising out of this Assignment Agreement. Each party shall bear its own attorney fees in any litigation or proceeding arising under this Assignment Agreement.

ARTICLE 10
THIRD PARTY RIGHTS

Nothing in this Assignment Agreement shall be construed to give any rights or benefits to anyone other than COUNTY, CONTRACTOR or ASSIGNEE.

ARTICLE 11
SUCCESSORS AND ASSIGNS

This Assignment Agreement shall inure to and be binding upon the authorized successors and assigns of the parties.

ARTICLE 12
WHEREAS CLAUSES

The information contained in the Whereas Clauses set forth above is true and correct, and is hereby incorporated into the body of this Assignment Agreement.

ARTICLE 13
MULTIPLE ORIGINALS

Multiple copies of this Assignment Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment: MONROE COUNTY through its MAYOR, authorized to execute same; CONTRACTOR, signing by and through its President, duly authorized to execute same and ASSIGNEE, signing by and through its President, duly authorized to execute same.

Attest
DANNY L. KOLHAGE,
CLERK

By

Deputy Clerk

18th day of June, 2003

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

Chairperson

5/28/03
(Date)

By

Suzanne A. Hutton, Assistant County Attorney

ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT AMONG MONROE COUNTY AND SECOND REVIEW, INC. (formerly known as ADVANCED DATA PROCESSING, INC.), A FLORIDA CORPORATION AND ADVANCED DATA PROCESSING, INC., A DELAWARE CORPORATION MEDICAL BILLINGS, COLLECTIONS AND ACCOUNTS RECEIVABLE SERVICES FOR COUNTY'S FIRE RESCUE DIVISION

WITNESSES:

DARRYL HARTUNG

Print Name

DJH

Signature

CARSMIN DACRES

Print Name

CDacres

Signature

CONTRACTOR

SECOND REVIEW, INC.

(formerly known as ADVANCED DATA PROCESSING, INC.), A FLORIDA CORPORATION

By Linda Frongelas
President

24 day of June, 2003

WITNESSES:

DARRYL HARTUNG

Print Name

DJH

Signature

CARSMIN DACRES

Print Name

CDacres

Signature

ASSIGNEE

ADVANCED DATA PROCESSING, INC.,
A DELAWARE CORPORATION

By DJH
President

24th day of June, 2003